#### END USER LICENSE AGREEMENT

Please read the end user license agreement found herein, to ensure legal use of our images. If you do not have a co of this agreement, the latest version can be found on our website, bigcheesephoto.com. License Agreement This license agreement ("Agreement") is between you ("Licensee"), and BIG CHEESE PHOTO, LLC. and govern your use of Licensor's Images. YOUR PURCHASE OR USE OF ANY IMAGE OR CD-ROM PRODUCT SIGNIFIES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS, RETURN THE IMAGE(S) UNUSED FOR A FULL REFUND.

#### 1. License

Subject to the terms of this license agreement, BIG CHEESE PHOTO, L.L.C. grants Licensee a worldwide, non-transferable, non-exclusive right to reproduce, transmit and display, in whole or in part, BIG CHEESE PHOTO, L.L.C. Royalty Free Image(s) (whether available as part of a CD-ROM collection of images or downloaded as single image) an unlimited number of times, in any and all media for the purposes described below. BIG CHEESE PHOTO, L.L.C. represents that it has the right to grant the license herein. All other rights to the Image(s), CD-ROI and accompanying materials (if applicable), including without limitation, copyright and all other rights, are retaine by BIG CHEESE PHOTO, L.L.C.

## 2. Permitted Uses

- Any print media, including advertising and promotional materials, editorial publications and consumer merchandise;
- Any Internet, intranet, Online or web-based media provided the resolution of the images does not exceed 72dpi;
- Broadcast and theatrical exhibitions;
- Products intended for resale; provided these products are not intended to allow the re-distribution or re-use of the Image(s); and
- Additional uses approved in writing by BIG CHEESE PHOTO, L.L.C.

Licensee may alter, crop, modify or adapt the Images in connection with the above permitted uses. Licensee may make a back-up copy of the Image(s) for internal back-up purposes provided BIG CHEESE PHOTO, L.L.C.'S copyright and any image identifying information is retained with the file. Limited, temporary transfers of the Imag are permitted to third parties integral to the creation of the final product, provided such third parties agree to abide the terms of this agreement.

## 3. Number of Users / Seat License

Licensee may use the Images on a server, image library or network configuration to be viewed by Licensee provid that no more than 10 persons (including part-time and freelance employees or agents) of Licensee can access the Images. This is NOT a simultaneous user agreement. Before permitting access to more than 10 persons, Licensee must purchase a separate seat license from BIG CHEESE PHOTO,L.L.C. for each additional individual user. Contact: INFO@BIGCHEESEPHOTO.COM

## 4. Restrictions on Use

Except as provide herein, Licensee may not

- sublicense, sell, assign, convey or transfer any of its rights under this Agreement.
- sell, license or distribute its final product in such a way that permits Licensee's end users to extract or access the Images as a stand-alone file.

- Incorporate the Images into a logo, trademark or service mark.
- Distribute, post or upload the Image(s) online in a downloadable format.
- Use any Image in a pornographic, defamatory, libelous or otherwise illegal manner, whether directly or in contex or juxtaposition with other materials.

# 5. Product Endorsement Or Sensitive Use Disclaimer

If any Image featuring a model is used in a manner that would lead a reasonable person to believe that the model personally uses or endorses a product or service, or if the depiction of the model is used in connection with a subje that would be unflattering, embarrassing or unduly controversial to a reasonable person, Licensee must accompany each such use with a statement that indicates that the person is a model and the Image is being used for illustrative purposes only.

## 6.Releases

Model releases are available on Image(s) containing models upon request. Names are removed to protect the priva of the model. Other than model releases for recognizable persons, BIG CHESE PHOTO, L.L.C. grants no rights makes no warranties with regard to the use of names, trademarks, trade dress, registered, unregistered or copyright designs or works of art or architecture depicted in any Image, and Licensee must satisfy itself that all the necessary rights or consents regarding any of the above, as may be required for reproduction, have been obtained.

## 7. Indemnity

Licensee agrees to indemnify and hold BIG CHEESE PHOTO, L.L.C. harmless against all claims arising out of or connection with any breach of this Agreement.

#### 8. Warranties

BIG CHESE PHOTO, L.L.C. warrants the Images to be free from defects in material and workmanship for 30 da from delivery. The sole and exclusive remedy for a breach of the foregoing warranty is the replacement of the Image(s).

BIG CHEESE PHOTO, L.L.C. MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BIG CHEESE PHOTO, L.L.C. SHALL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR ANY GENERAL, PUNITIVE, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR LOST PROFITS OR ANY OTHER DAMAGES, COSTS OR LOSSES ARISING OUT OF LICENSEE'S USE OF THE IMAGES, OR OTHERWISE EVEN IF BIG CHEESE PHOTO, L.L.C. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES COSTS OR LOSSES.

Licensee may have additional rights under state law.

## 9. Payment Terms

No rights to use the Image(s) are granted until the invoice relating to the Image(s) is paid in full. A service charg of two percent (2%) per month, or such lesser amount allowed by law, will be charged thereafter on any unpaid balance. And claims for adjustment of terms must be made to BIG CHEESE PHOTO, L.L.C. within five (5) days the receipt of the invoice.

#### 10. Termination

The license contained in this Agreement will terminate automatically without notice from BIG CHEESE PHOTO, L.L.C. if Licensee fails to comply with any provision of this Agreement. Upon termination, Licensee must

immediately (i) stop using the Image(s), (ii) destroy or, upon the request of BIG CHEESE PHOTO, L.L.C., return Images to BIG CHEESE PHOTO, L.L.C., and (iii) delete or remove the Images from Licensee's premises, comput systems and storage (electronic or physical).

#### 11. Revocation

Licensor reserves the right to revoke the license to use any Image(s) for good cause and elect to replace such Imag with an alternative Image. Upon notice of any revocation of a license for any Image(s), Licensee shall immediately cease using such Image (s), shall take all reasonable steps to discontinue use of the replaced Image(s) in products t already exist and shall inform all end-users and clients of same.

# 12. Severability

If one or more of the provisions contained in the Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability—of the remaining provisions shall not be affected. Such provision shall be reformed only to the extent to make it enforceable.

## 13. Choice of Law

This Agreement will be governed in all respects by the laws of the State of Washington, without reference to its laws relating to conflicts of law. Licensee agrees that the state and federal courts sitting in King County, in the Sta of Washington, are the agreed and appropriate forums for any such suit, and consent to service of process by registered mail or overnight courier with proof of delivery. The United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement.

#### 14. Waiver

No action of BIG CHEESE PHOTO, L.L.C., other than express written waiver, may be construed as a waiver of a provision of this Agreement.

## 15. Entire Contract

This contract contains all the terms of the license agreement and no terms or conditions may be added or deleted unless made in writing and signed by an authorized representative of both parties.